

City Council Study Session

March 14, 2016 - 5:30 PM

Auburn City Hall

AGENDA

[Watch the meeting LIVE!](#)

[Watch the meeting video](#)

Meeting videos are not available until 72 hours after the meeting has concluded.

I. CALL TO ORDER

A. Roll Call

II. ANNOUNCEMENTS, REPORTS, AND PRESENTATIONS

III. AGENDA ITEMS FOR COUNCIL DISCUSSION

A. Ordinance No. 6567 (10 Minute Presentation/10 Minute Q&A)* (Heid)

An Ordinance of the City Council of the City of Auburn, Washington, amending Sections 5.10.040, 5.15.110, 5.20.080 And 5.22.120 of the Auburn City Code relating to enforcement of the City's business license requirement

B. 2018 Solid Waste Collection Contract (15 Minute Presentation/ 30 Minute Q&A)* (Coleman)

C. GIS Software & Maintenance Renewal (5 Minute Presentation/10 Minute Q&A)* (Haugan)

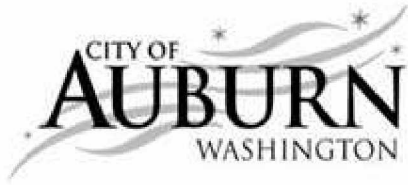
Agreement between the City of Auburn and Esri for GIS software and maintenance.

D. Council Retreat Goals (5 Minute Presentation/10 Minute Q&A)* (Hinman)

IV. ADJOURNMENT

Agendas and minutes are available to the public at the City Clerk's Office, on the City website (<http://www.auburnwa.gov>), and via e-mail. Complete agenda packets are available for review at the City Clerk's Office.

*Denotes attachments included in the agenda packet.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Ordinance No. 6567 (10 Minute Presentation/10 Minute Q&A)

Date:

February 29, 2016

Department:

City Attorney

Attachments:

[Memo](#)
[Ordinance](#)

Budget Impact:

\$0

Administrative Recommendation:

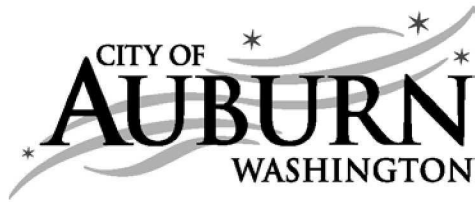
Please see February 24, 2016 memo.

Background Summary:**Reviewed by Council Committees:****Councilmember:****Staff:**

Heid

Meeting Date: March 14, 2016

Item Number: DI.A



Interoffice Memorandum

To: Auburn City Council

From: Douglas P. Ruth, Assistant City Attorney

cc: Jeff Tate, Asst. Director of Community Development Services
Darcie Hanson, Business License Manager

Date: February 24, 2016

Re: Business License Enforcement Revisions

Summary of Proposed Ordinance

The attached code change attaches a new penalty to violations of the business license code, title 5. Title 5 establishes the obligation for businesses to have a city license in order to operate, and sets out the procedures for obtaining that license and for the city to deny, suspend or revoke a license. For certain types of businesses (e.g. massage parlors, ambulance service, cabarets), the title lays out particular licensure requirements and regulations. Chapter 5.30 of the title specifically regulates adult entertainment establishments. Since 2003, the sole penalty for violating Title 5 is a misdemeanor charge, punishable by a fine up to \$1,000, by a jail term not exceeding 90 days, or both.

Ordinance _____ permits the city to employ the already existing civil infraction and civil penalty options against violators of Title 5. Civil infractions, which carry a fine of \$250, and civil penalties, which carry a fine of \$500 that increases \$100 a day as the violation continues, are the current penalties for violations of the vast majority of other code titles. The authority and procedure for imposing these penalties is contained in Chapter 1.25 of the Auburn Code. The ordinance permits city staff to choose between imposing one of these civil penalties or requesting the city attorney to seek a criminal misdemeanor penalty for a Title 5 violation. Code enforcement officers may seek a criminal penalty only if the penalty is warranted by the seriousness of the violation, the risk to public safety, the lack of compliance effort by the owner, or a limitation on the other avenues for enforcement.

The ordinance also amends the application process for a business license, adding to the list of information an applicant must provide the city before receiving a license. An applicant's birth date and identification number are added for the purpose of positively identifying the business license applicant.

Supporting Information

Businesses that operate without a license constitute the vast majority of all Title 5 violations. The Auburn Business License Manager estimates that each year around 200 businesses fail to obtain a city business license, as required by code. A letter and phone call reminding these enterprises of their obligation quickly whittles this number down to 80-100. The remaining businesses become subject to a misdemeanor charge for operating without a license. For several reasons the Department of Community Development & Public Works wishes to add a civil penalty option to this criminal one.

First, having a misdemeanor as the sole penalty for the crime of operating a business without a license is inefficient. The Business License Manager and code enforcement officers often establish which businesses are operating without a license; however only a law enforcement officer may cite a person with a misdemeanor. This results in an officer, or two, getting involved in the enforcement of what is a relatively minor crime. If the crime is charged, the time and effort increases. A person charged with a misdemeanor may demand both a jury trial and, if he meets indigence requirements, representation by a public defender. Adding a civil penalty to the enforcement options permits code enforcement officers to take a first step without taxing the APD and the judicial system.

Second, charging a person with a crime for failing to obtain a business license may appear heavy-handed in some circumstances. The threat of penalty for such conduct is one means to influence an individual to renew her license and pay the corresponding fee. A civil infraction that carries a \$250 fine is often sufficient to provide that influence and doesn't require that a police officer confront a small business or home business owner to issue the owner a criminal citation. For violations of title 5 that are more serious, for instance the conduct of auto races and massage parlors, the option for immediately imposing a misdemeanor citation is still available.

Third, a civil citation may be more influential in some circumstances. A sophisticated business owner may rightly assume that a county judge is very unlikely to jail them for failing to pay a \$50 license renewal fee. That person will know that a misdemeanor citation will only result in a fine, possibly less than \$250. However, the criminal process takes much longer and demands more resources than the infraction process, and the city must prove a misdemeanor charge at the higher, "beyond a reasonable doubt" standard. In contrast, a violator facing ACC 1.25 penalties has fewer opportunities for delaying or fighting a penalty and may be subject to ongoing fines of \$100 per day.

Overall, it is the Department of Community Development & Public Works view that the additions made by the ordinance better enables it to tailor penalties to the circumstance of a specific violation, and to more easily nudge recalcitrant businesses into compliance. When necessary, the addition of the non-criminal option permits department staff to act more quickly once it becomes clear that a business does not intend to comply with its business license obligation.

ORDINANCE NO. 6 5 6 7

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, AMENDING SECTIONS 5.10.040, 5.15.110, 5.20.080 AND 5.22.120 OF THE AUBURN CITY CODE RELATING TO ENFORCEMENT OF THE CITY'S BUSINESS LICENSE REQUIREMENT

WHEREAS, the City of Auburn requires that all businesses operating in Auburn obtain a business license issued by the City; and

WHEREAS, the City of Auburn code currently classifies the crime of operating an unlicensed business in the City as a misdemeanor; and

WHEREAS, the reasons some individuals fail to obtain a business license do not justify the severity of penalty associated with a misdemeanor crime; and

WHEREAS, progressive penalties allow for more flexible enforcement of the business license obligation.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AUBURN, WASHINGTON, DO ORDAIN as follows:

Section 1. Amendment to City Code. That section 5.10.040 of the Auburn City Code be and the same hereby is amended to read as follows:

5.10.040 General business license required – Exception.

A. Any person desiring to establish or conduct any business enterprise or undertaking as defined in ACC 5.10.020 within the corporate limits of the city, shall first apply to the business license clerk, as designated by the mayor, for a license to conduct such business and obtain such license as approved by the city. The application shall be upon a form furnished by the business license clerk on which the applicant shall state the business name, address, and telephone number; the owner's date of birth and government-issued identification number (e.g. driver's license number); the nature of the business activity or activities in which the applicant desires to engage; the place where the business will be conducted; the number of employees, and the name of the contact person

along with an address, date of birth, government-issued identification number, and telephone number, and the business identification number issued by the state of Washington; and the IRS letter testifying to nonprofit status or the copy of the application to the IRS.

B. It is unlawful for any person to operate or physically conduct any business within the city without having first obtained a general business license for the current business year or portion thereof. The applicant for a business license required under this title shall be over the age of 18 years. If any person required to pay a license fee, by the terms and provisions of this chapter, for any period fails or refuses to do so, they shall not be granted a license for the current period until such delinquent license fee, together with penalties, has been paid in full.

C. Specific businesses identified in Chapters 3.80, 3.84, 3.88, 5.20, 5.30, 5.84 ACC or elsewhere in this title or other titles of the Auburn City Code will be required to obtain an individual business license as otherwise indicated.

D. Any business within the city jurisdiction on any project requiring a permit must have a business license.

E. Exception to City Business Licensing Requirement. A business license is not required by the city of any person or persons who has/have a valid, lawful license issued by the state of Washington to produce, process or sell marijuana, marijuana concentrates, usable marijuana and/or marijuana-infused products in conformity with the requirements of the state of Washington related to such license pursuant to RCW 69.50.301 through 69.50.369, and WAC 314-55-005 through 314-55-540. (Ord. 6525 § 3, 2014; Ord. 5897 § 3, 2005; Ord. 5814 § 2, 2004; Ord. 5754 § 1, 2003; Ord. 4012 § 2, 1984.)

Section 2. Amendment to City Code. That section 5.15.1100 of

the Auburn City Code be and the same hereby is amended to read as follows:

5.15.110 ~~5.15.110~~—Violations – Penalty.

~~Any person violating or failing to~~A. It shall be a violation of city code for any person or entity to fail to comply with any provision of this title, ~~or any other business license or regulation ordinance, or any terms and conditions of a business license of the city. Unless a specific penalty is expressly provided for a particular violation, violations of this title shall constitute either (1) a civil infraction and/or civil penalty, punishable in accordance with Chapter 1.25 of this code, or (2) a misdemeanor, punishable shall be guilty of a violation of city ordinance and, upon conviction thereof, shall be punished~~ by a fine not exceeding \$1,000, or imprisonment in jail for any term not exceeding 90 days, or both.

B. In determining which penalty shall be used to enforce violations of this title, if the offense is of a serious nature, it poses a risk to public safety, the violator has not made good faith efforts to achieve compliance, or there are limited other avenues for effective enforcement, the investigating officer may refer a violation to the city attorney for charging as a misdemeanor.

C. Additional Relief. The city may seek legal or equitable relief to enjoin any acts or practices or abate any condition which constitutes or will constitute a violation of the applicable provisions of this chapter when penalties provided here are inadequate to effect compliance. (Ord. 5754 § 2, 2003.)

Section 3. Amendment to City Code. That section 5.20.080 of the Auburn City Code be and the same hereby is amended to read as follows:

5.20.080 Violation – Penalty.

~~A.~~ Any violation of the provisions of this chapter is ~~a misdemeanor~~ punishable in accordance with ACC ~~5.15.1101.24.010~~.

~~B. Each day of such violation constitutes a separate offense under this chapter.~~ (Ord. 5683 § 12, 2002; Ord. 4012 § 2, 1984.)

Section 4. Amendment to City Code. That section 5.22.120 of the Auburn City Code be and the same hereby is amended to read as follows:

5.22.120 Violation – Penalty.

Failure of a rental housing business owner, manager or operator to operate a rental housing business without obtaining or maintaining in good standing a rental housing business license, as required by this chapter, is ~~a misdemeanor~~ punishable in accordance with ACC 5.15.110 ~~by a fine of up to \$1,000 or by a jail sentence of up to 90 days, or by a combination of said fine and jail sentence.~~ (Ord. 5882 § 1, 2005; Ord. 5651 § 1, 2002.)

Section 5. Implementation. The Mayor is hereby authorized to implement such administrative procedures as may be necessary to carry out the directions of this legislation.

Section 6. Severability. The provisions of this ordinance are declared to be separate and severable. The invalidity of any clause, sentence,

paragraph, subdivision, section or portion of this ordinance, or the invalidity of the application thereof to any person or circumstance shall not affect the validity of the remainder of this ordinance, or the validity of its application to other persons or circumstances.

Section 7. Effective date. This Ordinance shall take effect and be in force five days from and after its passage, approval and publication as provided by law.

FIRST READING: _____

SECOND READING: _____

PASSED: _____

APPROVED: _____

CITY OF AUBURN

NANCY BACKUS, MAYOR

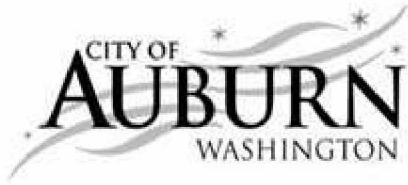
ATTEST:

Danielle E. Daskam, City Clerk

APPROVED AS TO FORM:

Daniel B. Heid, City Attorney

Published: _____



AGENDA BILL APPROVAL FORM

Agenda Subject:

2018 Solid Waste Collection Contract (15 Minute Presentation/ 30 Minute Q&A)

Date:

March 7, 2016

Department:

Finance

Attachments:

[SW Contract Presentation](#)

Budget Impact:

\$0

Administrative Recommendation:

For discussion only.

Background Summary:

The City of Auburn's solid waste contract expires December 31, 2017. This presentation covers the proposed procurement schedule for the next solid waste contract and service options to consider. The competitive process will ensure the best rates for City of Auburn residents and businesses. The new contract will be effective January 1, 2018, and encompass the entire City.

Reviewed by Council Committees:**Councilmember:****Staff:**

Coleman

Meeting Date: March 14, 2016

Item Number: DI.B

2018 SOLID WASTE COLLECTION CONTRACT



Benefits of a Bid Process:

- Transparency
- Competitive price
- Ability to enhance services

TIMELINE

SOLID WASTE CONTRACT PROCUREMENT PROCESS

	March 2016	April 2016	May 2016	June 2016	July 2016	August 2016	September 2016	October 2016	November 2016	December 2016	January 2017	February 2017	December 2017	Jan 2018
EVENTS														
1. Develop Service Needs														
2. RFB/Contract Development Process														
3. Draft RFB w/Alternatives Issued for Industry Review/Comment Period														
4. Industry Comments Due														
5. Publish Notice of Bid & Issue Bid Documents														
6. Mandatory Pre-Bid Conference (If Needed)														
7. Deadline for Bid Questions														
8. Bids Due														
9. Bid Evaluation, Interviews, Select Alternatives														
10. Best and Final Round														
11. Notice of Successful Bidder														
12. Negotiate Draft Contract														
13. Draft Contract to City Council for Review														
14. City Executes Final Contract														
15. Contractor Delivers Transition/Implementation Plan														
16. Container Delivery as Required														
17. Start of Collection Services														

CURRENT SERVICES

- City provides customer service
- Weekly garbage & compostables
- Every-other-week recycle (residential)
- Embedded recycling
- Special collection events
- Missed collections recovered next day

COLLECTION SCHEDULES

CITY	GARBAGE	RECYCLE	COMPOSTABLES
Auburn	Weekly	Every-Other-Week	Weekly
Bothell	Weekly	Weekly	*Weekly
Federal Way	Weekly	Every-Other-Week	Weekly
Issaquah	Weekly	Weekly	*Weekly
Kent	Weekly	Every-Other-Week	*Every-Other-Week
Kirkland	Weekly	Weekly	*Weekly
Olympia	Every-Other-Week	Every-Other-Week	Every-Other-Week
Renton	Every-Other-Week	Every-Other-Week	*Weekly
SeaTac	Weekly	Weekly	*Every-Other-Week
Tacoma	Every-Other-Week	Every-Other-Week	*Every-Other-Week

*Compostables fee embedded in garbage rate (all recycle is embedded)

ALTERNATIVE SERVICES

- Hauler provides customer service
- Every-other-week garbage
- Weekly recycle for residential
- Embedded compostables
- Expand recycle list
- Voucher program for bulky items
- Business 200% recycle limit

CURRENT GARBAGE OPTIONS



ADDITIONAL OPTIONS

- Add 45-gallon garbage and change 10-gallon can to 13-gallon cart
- Change cart colors:
 - Garbage = grey
 - Recycle = blue
 - Compostables = green



96

64

45

35

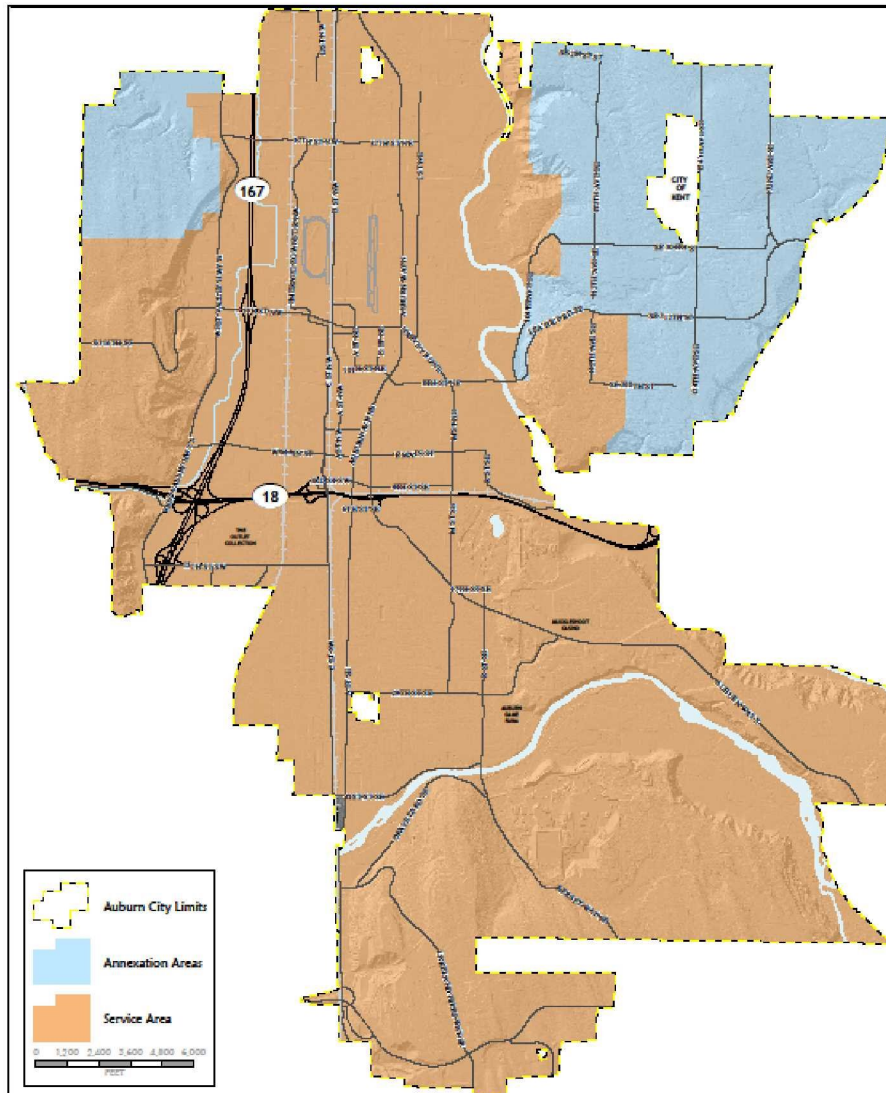
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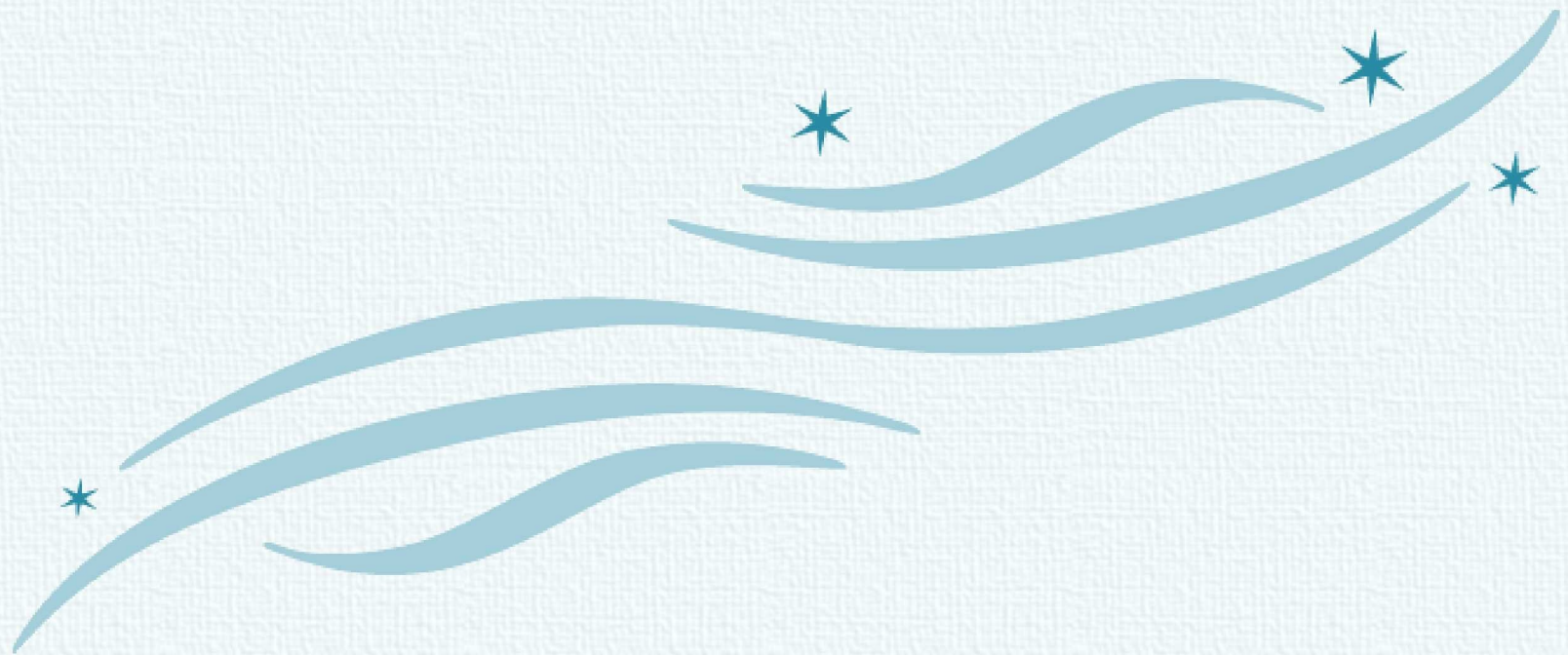


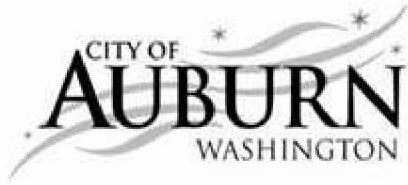
Solid Waste Service Area

Printed On: 07/08/2014
Map ID: 3878



Questions?





AGENDA BILL APPROVAL FORM

Agenda Subject:

GIS Software & Maintenance Renewal (5 Minute Presentation/10 Minute Q&A)

Date:

March 9, 2016

Department:

Information Services

Attachments:

[GIS Agreement](#)

Budget Impact:

\$15,000

Administrative Recommendation:

Review

Background Summary:

The City has had a long relation ship with ESRI. They provide our GIS Software that is in wide use throughout the City.

This agreement is for a three year term, paid annually which covers the use of software, maintenance and online training.

Reviewed by Council Committees:**Councilmember:****Staff:**

Haugan

Meeting Date: March 14, 2016

Item Number: DI.C

**ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.****380 New York Street
Redlands, CA 92373-8100****Phone: (909) 793-2853 Fax: (360) 943-6910
DUNS Number: 06-313-4175 CAGE Code: 0AMS3*****To expedite your order, please attach a copy of
this quotation to your purchase order.******Quote is valid from: 01/07/2011 To: 04/07/2011*****Quotation # 20379269****Date:** January 7, 2011**Customer # 549 Contract #****CITY OF AUBURN
INFORMATION SERVICES
25 W MAIN ST
AUBURN, WA 98001****ATTENTION: Ashley Riggs
PHONE: (253) 288-3149
FAX: 253-876-1900**

Material	Qty	Description	Unit Price	Total
110036	1	Populations of 25,001 to 50,000 Small Government Enterprise Term License Agreement	35,000.00	35,000.00
110036	1	Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement	35,000.00	35,000.00
110036	1	Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement	35,000.00	35,000.00
			Item Total:	105,000.00
			Subtotal:	105,000.00
			Sales Tax:	9,975.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$114,975.00

* Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes.

For questions contact: Nathan Christ**Email: nchrist@esri.com****Phone: (909) 793-2853 x8961**

Acceptance of this quotation is limited to the Esri License Agreement and the Quotation Terms and Conditions
This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

Page 22 of 43



ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
380 New York Street
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CITY OF AUBURN
INFORMATION SERVICES
25 W MAIN ST
AUBURN, WA 98001

ATTENTION: Ashley Riggs
PHONE: (253) 288-3149
FAX: 253-876-1900

BY SIGNING BELOW YOU ARE INDICATING THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION. DO NOT USE THIS FORM FOR ORDER ACTIVATION IF YOUR ORGANIZATION WILL NOT HONOR AND PAY AN INVOICE THAT HAS BEEN ISSUED AT YOUR DIRECTION WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

If you choose to discontinue your maintenance, you will become ineligible for maintenance benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your maintenance coverage at a later date.

This quotation is subject to the terms set forth herein and the terms of your agreement with Esri, if any, or as otherwise provided by Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal Government entities and prime contractors buying under GSA pricing/terms are subject to Esri's Federal Supply Schedule GS-35F-5086H. Acceptance is limited to terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by buyer. All terms of this quotation as referenced above shall be incorporated into and are part of any further or additional agreement regarding Esri's software data, web services, training, services and maintenance.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue an invoice for the items included in the above quote in the amount of: \$_____, plus sales taxes if applicable. (Note: Shipping costs are subject to change.)

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

* Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes.

For questions contact: Nathan Christ

Email: nchrist@esri.com

Phone: (909) 793-2853 x8961

Acceptance of this quotation is limited to the Esri License Agreement and the Quotation Terms and Conditions
This Quotation is made in confidence for your review. It may not be disclosed to third parties, except as required by law.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

Page 23 of 43



SMALL MUNICIPAL AND COUNTY
ENTERPRISE LICENSE AGREEMENT
(E214-2 04/04/2011)

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Small Municipal and County Enterprise License Agreement ("ELA") is by and between the organization identified in the ELA Quotation ("Licensee") and **Environmental Systems Research Institute, Inc. ("Esri")**, with offices at 380 New York Street, Redlands, California 92373-8100. Unless otherwise agreed to by the parties, the Effective Date of this ELA is the date of the signature below or, if no date is provided with the signature, the date of Esri's receipt of Licensee's Purchase Order citing this ELA. This ELA grants Licensee certain rights to use specific Esri Software, Data, Web Services, and Documentation for a limited, fixed period beginning from the Effective Date and provides tailored maintenance subject to payment of fees and the terms of this ELA.

This ELA is composed of (i) this signature page and the ELA Terms and Conditions, (ii) Exhibit 1—Scope of Use (E300), (iii) Exhibit 2—Training Addendum (E207SET), and (iv) the ELA Quotation, which together constitute the sole and entire agreement of the parties as to the subject matter set forth herein. Should there be any conflict between the terms and conditions of the documents that comprise the ELA, the order of precedence for the documents shall be as follows: (i) this signature page and the ELA Terms and Conditions, (ii) Exhibit 1—Scope of Use (E300), (iii) Exhibit 2—Training Addendum (E207SET), and (iv) the ELA Quotation. In the event Licensee orders training courses, the terms and conditions of the Training Addendum will take precedence over the provision of the ELA with respect to the training courses. Licensee agrees that additional terms and conditions in any Licensee Purchase Order or addendum will not apply, and the terms of this ELA will govern.

ENTERPRISE SOFTWARE SCHEDULE

Unlimited Quantities

Desktop Software and Extensions

ArcInfo
ArcEditor
ArcView
ArcGIS Desktop Extensions: 3D Analyst, Spatial Analyst, Network Analyst, Geostatistical Analyst, ArcScan for ArcGIS, ArcGIS Publisher, Maplex for ArcGIS, Schematics, and ArcGIS Workflow Manager

Server Software and Extensions

ArcGIS Server Workgroup or Enterprise (Advanced, Standard, and Basic)

ArcIMS

ArcGIS Server Extensions: 3D, Schematics, Geostatistical, ArcGIS Workflow Manager, Network, Image, and Spatial

Developer

ArcGIS Engine Runtime
ArcGIS Engine Runtime Extensions: 3D, Spatial, Geodatabase Update, Network, Schematics, and Maplex

Limited Quantities

One Annual Subscription to Esri Developer Network (EDN)

OTHER BENEFITS

Number of Esri International User Conference Registrations provided annually	3
Number of Tier 1 Help Desk Individuals authorized to call Esri	3
Maximum number of sets of backup media, if requested*	2
Virtual Campus Annual User License allowance	7,500
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside of this Agreement (Discount does not apply to Small Enterprise Training Package.)	

* Additional sets of backup media may be purchased.

This ELA supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to such subject matter, which is the licensing of the Enterprise Software. Except as provided in Section 9.1 Future Versions/Updates, any modifications or amendments to this ELA must be in writing and signed by an authorized representative of each party.

Licensee may accept this ELA by signing and returning it with an authorizing Purchase Order that matches the ELA Quotation, references the ELA, and includes the following statement on the face of its Purchase Order: **"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY ELA, AND ADDITIONAL TERMS AND CONDITIONS IN THE PURCHASE ORDER WILL NOT APPLY."**

Licensee will return this ELA and its Purchase Order to Attn.: Esri Customer Service, 380 New York Street, Redlands, CA 92373-8100; e-mail it to service@esri.com; or fax it to 909-307-3083.

ACCEPTED AND AGREED:

(Licensee)

By: _____
Signature

Printed Name: _____

Title: _____

Date: _____

Esri EIN Number: **95-2775732**

Licensee Contact Information

Contact Name: _____

Address: _____

City, State, ZIP: _____

Telephone: _____

Fax: _____

E-mail: _____

ELA Quotation Number: _____

Esri Contract Number: _____

ELA TERMS AND CONDITIONS

ARTICLE 1—DEFINITIONS

Definitions. The terms used are defined as follows:

- "Data" means any Esri or third-party digital dataset(s) including, but not limited to, geographic vector data coordinates, raster, reports, or associated tabular attributes licensed under this ELA.
- "Deploy," "Deployed," or "Deployment" means to redistribute and install or the redistribution and installation of the Enterprise Software (and related key codes/registration files) or its having been redistributed and installed by Licensee on Licensee's hardware.
- "Documentation" means all printed and digital materials including, but not limited to, help files, user reference documentation, training documentation, or technical information and briefings.
- "ELA Fee" means the fee set forth in the ELA Quotation.
- "ELA Maintenance" means Tier 2 Support, updates, and patches provided by Esri to Licensee for the Enterprise Software.
- "ELA Quotation" means the Esri quote form provided to Licensee for the Small Municipal and County ELA containing the ELA Fee and annual payment schedule.
- "Enterprise Software" means the items identified in the Enterprise Software Schedule on page 1 of this ELA.
- "Incident" means a failure of the Software to operate according to the Documentation where such failure substantially impacts operational or functional performance.
- "License Agreement" and "ELA" are used interchangeably and mean the ELA Terms and Conditions, including Exhibit 1—Scope of Use (E300), that apply to Enterprise Software provided to Licensee by Esri under this ELA.
- "Samples" means sample code, sample applications, add-ons, or sample extensions of Software, Data, Documentation, or Web Services.
- "Software" means the actual copy of all or any portion of Esri's proprietary software technology accessed or downloaded from an authorized Esri website or delivered on any media, in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies.
- "Technical Support" means a process to attempt to resolve reported Incidents through error correction; patches; hot fixes; workarounds; or any other type of Software, Data, or Documentation corrections or modifications.
- "Term License" means licenses provided for use during a fixed or limited time period concurrent with the term of this ELA.
- "Tier 1 Help Desk" means Licensee point of contact from which all Tier 1 Support will be given to Licensee.
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee in attempted resolution of reported Incidents.
- "Tier 2 Support" means the Technical Support provided by Esri to the Tier 1 Help Desk when the Incident cannot be resolved through Tier 1 Support.
- "Web Services" means software services or Esri or third-party data provided by Esri that perform geographic information system (GIS) functions, tasks, or data services and are accessed over the Internet, excluding Virtual Campus.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

The Enterprise Software is licensed and not sold. Esri and its licensors own the Enterprise Software and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. Licensee agrees to use reasonable means to protect the Enterprise Software from unauthorized use, reproduction, distribution, or publication. Esri and its third-party licensors reserve all rights not specifically granted in this ELA including the right to change and improve Web Services.

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License. Subject to the terms and conditions of this ELA, Esri grants to Licensee a personal, nonexclusive, nontransferable Term License solely to

- a. Use, copy, and Deploy quantities of Enterprise Software as defined in the Enterprise Software Schedule of this ELA for Licensee's own internal use for a term concurrent with this ELA.
- b. Deploy one subscription of the Esri Developer Network for use by a single named developer for the term of this ELA.
- c. Access and use any secure Esri website resources made available to Licensee for Licensee's internal use, provided that Licensee follows Esri's terms of use policy specified therein. All password or controlled access information provided by Esri shall be treated as Esri confidential information.
- d. Use Enterprise Software in accordance with Exhibit 1—Scope of Use (provided that all licenses are Term Licenses).

3.2 Consultant Access. Subject to section 3.1, Licensee may provide access to the Enterprise Software to any consultant or contractor of Licensee, provided consultants' and contractors' use is for the sole benefit of Licensee while (i) working on-site at Licensee's facilities, (ii) remotely accessing or using Enterprise Software from Licensee's on-site computers or machines, or (iii) remotely accessing or using Enterprise Software from a third party's computers or machines under contract to Licensee. Licensee shall be responsible for compliance by consultants or contractors with the terms and conditions of this ELA. Licensee shall require consultant or contractor to discontinue access to and use of Enterprise Software upon completion of work for Licensee.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

- a. Licensee may install and store the Software, Data, and Documentation on electronic storage device(s).
- b. Licensee may make one (1) copy of the Software, Data, and Documentation for archival purposes. Licensee may make routine computer backups.
- c. Licensee may customize the Software using any (i) macro or scripting language, (ii) published application programming interface (API), or (iii) source or object code libraries, but only to the extent that such customization is described in the Documentation.
- d. Licensee may use, copy, or prepare derivative works of the Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portion(s) of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this ELA. Licensee

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4.2 Uses Not Permitted

- a. Except as provided herein, Licensee shall not sell, rent, lease, sublicense, lend, assign, or time-share the Enterprise Software. Licensee shall not act as a service bureau or commercial application service provider (ASP) that allows third-party access to the Enterprise Software. Licensee shall not use Enterprise Software for a site or service and operate the site or the service for a profit or generate revenue through direct or indirect methods (e.g., advertising or charging for access to the site or service).
- b. Except as provided herein, Licensee shall not redistribute the Software to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs.
- c. Licensee shall not reverse engineer, decompile, or disassemble the Enterprise Software, except to the extent that such activity is expressly permitted by applicable law notwithstanding this restriction.
- d. Except to the extent that applicable law prohibits this restriction, Licensee shall not make any attempt to circumvent the technological measures that control access to, or use of, the Enterprise Software.
- e. Except as provided herein, Licensee shall not redistribute the Software activation number(s), registration number/license authorization file(s), developer license file(s), or Web Services access codes to third parties.
- f. Licensee shall not use the Software or Web Services to transfer or exchange any material where such transfer or exchange is prohibited by intellectual property laws or any other applicable laws.
- g. Licensee shall not remove or obscure any Esri or its licensor(s) patent, copyright, trademark, or proprietary rights notices contained in or affixed to the Enterprise Software.
- h. Licensee shall not unbundle individual or component parts of the Software or Data for independent use.
- i. Hard-copy Documentation may not be copied.
- j. Licensee shall not use, transfer, redistribute, or Deploy Enterprise Software outside the United States.

ARTICLE 5—TERM AND TERMINATION AND EXPIRATION

5.1 Term. The term of the ELA shall be three (3) years from the Effective Date, unless this ELA is terminated earlier as provided herein. The term of all licenses and the authorized period of use for all Enterprise Software Deployed shall be concurrent with the term of this ELA. No indefinite or perpetual license grants are provided with this ELA.

5.2 Termination for Lack of Funds. Either party may terminate this ELA for Lack of Funds. Lack of Funds is the inability of Licensee to secure appropriation of funds through the legislative or governing body's approval process for annual payments due.

5.3 Termination for a Material Breach. Either party may terminate this ELA for a material breach by the other party. The breaching party shall be given a period of ten (10) days from date of written notice to cure any material breach.

5.4 No Use upon Expiration or Termination. Upon expiration or termination of this ELA, all Enterprise Software Deployed shall terminate. Licensee shall cease access and use of Web Services and clear Web Services client-side data cache and cease use,

uninstall, remove, and destroy all Deployed Software, Data, and Documentation and any whole or partial copies, modifications, media, or merged portions in any form and execute and deliver evidence of such actions to Esri. ELA Maintenance, Virtual Campus access, and User Conference Registrations shall also terminate.

ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

6.1 Limited Warranties. Except as otherwise provided for in this Article 6, Esri warrants that the unmodified Software will substantially conform to the published Documentation and the media upon which the Software is provided, if any, will be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of receipt.

6.2 Data and Web Services Disclaimer. The Data and Web Services may contain some nonconformities, defects, errors, or omissions. THE DATA AND WEB SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. Without limiting the generality of the preceding sentence, Esri and its licensor(s) do not warrant that the Data and Web Services will meet Licensee's needs or expectations, that the use of the Data and Web Services will be uninterrupted, or that all nonconformities can or will be corrected. Esri and its licensor(s) are not inviting reliance on this Data or Web Services, and Licensee should always verify actual Data or Web Services.

6.3 Special Disclaimer. SAMPLES, PATCHES, AND HOT FIXES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. LICENSEE ASSUMES ALL RISK AS TO THE QUALITY AND PERFORMANCE OF THE SAMPLES, PATCHES, AND HOT FIXES.

6.4 Internet Disclaimer. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS, AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE WEB SERVICE.

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6.6 Exclusive Remedy. Licensee's exclusive remedy and Esri's entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at Esri's sole discretion, to (i) repair,

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7.2 General Limitation of Liability. EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY, ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS PAID BY LICENSEE FOR ENTERPRISE SOFTWARE PURSUANT TO THIS ELA.

7.3 Applicability of Disclaimers and Limitations. The parties agree that Esri has set its fees and entered into this ELA in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties, and that the same form an essential basis of the bargain between the parties. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

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- b. Licensee provides documents clearly describing the allegations of infringement;
- c. Esri has sole control of the defense of any actions and negotiations related to the defense or settlement of any claim; and
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entire liability shall then be to indemnify Licensee pursuant to section 8.1 and to refund a portion of the fees paid by Licensee in the current fee payment period. The refund will be calculated for the time remaining for the fee payment period, starting from the notice date of infringement to the end of the fee payment period.

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8.4 In no event shall the indemnification set forth in this Article 8 apply to any Samples provided hereunder.

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ARTICLE 9—GENERAL PROVISIONS

9.1 Future Versions/Updates. Esri retains the right to add items to the Small Municipal and County Enterprise program suite. As new Enterprise Software is incorporated into the standard program, it will be offered to Licensee via written notice for incorporation into the Enterprise Software Schedule at no additional charge. New or updated Enterprise Software may require additional or revised terms and conditions. Terms and conditions subject to revision are limited to Article 1—Definitions, Article 4—Scope of Use, and Exhibit 1—Scope of Use (E300) or any term as required by law. Esri may provide notice of the additional terms or revisions to Licensee in writing or by posting them on Esri's website at www.esri.com/legal. The additional terms or revisions shall be incorporated into this ELA upon use of the updated or new Enterprise Software. Should Licensee reject the additional terms or revisions, then Licensee shall not install or use the revised, updated, or new Enterprise Software.

9.2 Export Control Regulations. Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, transfer, or release the Enterprise Software, in whole or in part, to (i) any US embargoed country (or to a national or resident of any US embargoed country); (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity to which such export or reexport violates any US export control laws or regulations including, but not limited to, the terms of any export license or license exemption and any amendments and supplemental additions to US export laws as they may occur from time to time.

9.3 Taxes and Fees. Sales or use taxes for the fees quoted are as required by law. The tax amount may change depending on the time elapsed between this quote and date of the invoice. Esri will include applicable sales or use taxes on your invoice unless you provide proof with your order that your organization or use of the product is tax exempt.

9.4 No Implied Waivers. The failure of either party to enforce any provision of this ELA shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.5 Severability. The parties agree that if any provision of this ELA is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

9.6 Successor and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this ELA without Esri's prior written consent, and any attempt to do so without consent shall be void. This ELA shall be binding upon the respective successors and assigns of the parties to this ELA.

9.7 Survival of Terms. The provisions of Articles 2, 5, 6, 7, 8, and 9 of this ELA shall survive the expiration or termination of this ELA.

9.8 Equitable Relief. The parties agree that any breach of this ELA may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, a party shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction.

9.9 Governing Law. This ELA shall be governed by and construed in accordance with the laws of the state in which Licensee is located without reference to conflict of laws principles, except that US federal law shall govern in matters of intellectual property.

ARTICLE 10—ELA MAINTENANCE

ELA Maintenance for Enterprise Software provided under this ELA is included with the ELA Fee. ELA Maintenance includes standard maintenance benefits specified in the most current applicable Esri US Software Maintenance Program document (found at www.esri.com/legal) as modified by this Article 10—ELA Maintenance. ELA Maintenance does not include Technical Support for Web Services.

a. Tier 1 Support Provided by Licensee

- (1) Licensee shall provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.
- (2) The Tier 1 Help Desk will use analysts fully trained in the Software they are supporting.
- (3) At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
- (4) Tier 1 Support analysts will be the initial points of contact for all questions and Incidents. Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Incident. The analyst may also use any other information and databases that may be developed to satisfactorily resolve Incidents.
- (5) If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Esri Tier 2 Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
- (6) Tier 1 Help Desk individuals identified by Licensee are the only individuals (callers) authorized to contact Esri directly for Tier 2 Support. Licensee may revise named individuals by written notice.

b. Tier 2 Support Provided by Esri

- (1) Esri shall log the calls received from Tier 1 Help Desk individuals.
- (2) Esri shall review all information collected by and received from Tier 1 Help Desk individuals including preliminary documented troubleshooting provided by Tier 1 Help Desk when Tier 2 Support is required.
- (3) Esri may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
- (4) Esri shall attempt to resolve the Incidents submitted by Tier 1 Help Desk by assisting the Tier 1 Help Desk individuals.
- (5) When the Incident is resolved, Esri shall communicate the information to the Tier 1 Help Desk individuals, and the Tier 1 Help Desk shall disseminate the resolution to the user.

Esri may, at Esri's sole discretion, make patches, hot fixes, or updates available for downloading from Esri's website.

- c. No Software other than the defined Enterprise Software will be provided maintenance under this ELA. Licensee may acquire maintenance for other Software (non-Enterprise Software) outside of this ELA.

ARTICLE 11—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

11.1 Purchase Orders, Delivery, and Deployment

- a. Licensee shall issue a Purchase Order upon execution of the ELA and annually thereafter in accordance with the ELA Quotation. Payment shall be due and payable within thirty (30) days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) days of execution of the ELA. Esri's Federal ID Number is 95-2775-732.
- b. Upon receipt of the initial Purchase Order from Licensee, Esri shall authorize download of the Enterprise Software to Licensee for its Deployment activities. If requested, Esri will ship backup media to the ship-to address identified on the Purchase Order, FOB Destination, with shipping charges prepaid. For those entities that avoid sales tax by downloading deliverables, request for delivery or receipt of tangible media may cause license fees to be subject to taxes. Licensee acknowledges that should such taxes become due, Esri has a right to invoice and Licensee agrees to pay any such sales or use tax associated with its receipt of tangible media.
- c. Esri shall provide registration numbers or keycodes, as applicable, to activate the nondestructive copy protection program that enables the Enterprise Software to operate.
- d. Licensee shall Deploy, install, configure, and track the Deployment status of the Enterprise Software.

11.2 Purchase Order Requirements

- a. All orders pertaining to this ELA shall be processed through Licensee's centralized point of contact.
- b. The following information shall be included in each Purchase Order:
 - (1) Licensee name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Purchase Order number
 - (3) Applicable annual payment due

- (4) On the face page of its Purchase Order (or ordering document), Licensee shall insert a reference to the ELA and the following statement: "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY ELA, AND ADDITIONAL TERMS AND CONDITIONS IN THE PURCHASE ORDER WILL NOT APPLY."

ARTICLE 12—ENDORSEMENT AND PUBLICITY

This ELA shall not be construed or interpreted as an exclusive dealings agreement or an endorsement of Esri by Licensee. Licensee agrees that upon execution of the ELA, Esri may publicize the existence of this ELA.

ARTICLE 13—ADMINISTRATIVE REQUIREMENTS

13.1 OEM Licenses. If Licensee obtains Software, Data, Web Services, or any component thereof as part of an original equipment manufacturer (OEM) software program or product developed and licensed by an OEM business partner of Esri, Licensee shall not be entitled to or seek any discount from the OEM business partner or Esri, directly or indirectly, as a result of or based on the availability of such Software, Data, or Web Services as Enterprise Software under this ELA. In addition, such Software, Data, Web Services, or any component thereof included in the OEM software program or product will be licensed through the license agreement provided by the OEM business partner and not through this ELA.

13.2 Product Obsolescence. During the term of this ELA, some Enterprise Software items may become obsolete, may no longer be commercially offered, or may no longer be available for unlimited quantity Deployment. Licensee may continue to use such Enterprise Software that has been Deployed for the term of the ELA, but updates for such obsolete Enterprise Software may not be available. Esri's Product Life Cycle Support Policy, available at help.arcgis.com/en/shared/Product-life-cycle/ProductLifeCycle.pdf, defines the support phases and overall support plans. ELA Maintenance shall be subject to the individual Product Life Cycle Support Status, which can be found at <http://resources.arcgis.com/content/product-life-cycles>.

13.3 Renewal. Upon expiration of this ELA, the parties will evaluate Licensee's requirements. Any follow-on ELA will be offered in accordance with license terms and condition and pricing then in effect and based on Licensee's then current population count.

ARTICLE 14—OPTIONAL ITEMS

If training courses identified in the ELA Quotation are acquired, they will be subject to the terms found in Exhibit 2—Training Addendum. In the event Licensee orders training courses, the terms and conditions of the Training Addendum will take precedence over the provision of the ELA with respect to the training courses.



EXHIBIT 1
SCOPE OF USE
(E300 03/29/2011)

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

The scope of use for the Software, Data, Web Services, and Documentation identified below is described in the applicable footnotes identified in parentheses.

Software

- ArcExplorer—Java and Windows Editions (20 and 25)
- ArcGIS API for iOS, Windows Phone, or Android (1, 16, 25, and 33)
- ArcGIS Desktop
 - ArcInfo (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcEditor (either 1 or 2 and 25, 26, 33, 44, and 45)
 - ArcView (either 1 or 2 and 25, 33, 44, and 45)
- ArcGIS Desktop Extensions (7)
- ArcGIS Engine Developer Kit and Extensions (1, 14, 15, 22, 25, 26, and 43)
- ArcGIS Engine Runtime and Extensions (either 1 or 2 and 15, 22, 25, 26, and 33)
- ArcGIS Explorer (20, 25, and 33)
- ArcGIS for AutoCAD (1, 20, and 25)
- ArcGIS for iOS (1, 25, and 33)
- ArcGIS Mobile Deployments (1, 15, 16, 25, 33, and 54)
- ArcGIS Server
 - Workgroup (either 3 or 5 and 8, 9, 25, 28, 29, 30, 32, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
 - Enterprise (either 3, 4, or 5 and 8, 9, 25, 27, 31, 33, 38, 39, 40, and 45; if licensed as a Term License, 6 will also apply)
 - > Cloud Bundle (6 and 33)
- ArcGIS Server Extensions
 - ArcGIS for INSPIRE (7, 8, 33, and 35)
 - ArcGIS Server Geoportal Extension (either 3, 4, or 5 and 7 and 52)
 - ArcGIS Server Image Extension (7, 8, and 42)
 - ArcGIS Server Image Extension Service Editor (1)
 - Other Extensions (7)
- ArcGIS Web Mapping (including SharePoint, JavaScript, Adobe Flex, Microsoft Silverlight/WPF, SOAP, and REST) (6, 33, 35, and 53)
- ArcIMS
 - ArcIMS and Extensions (either 3, 4, or 5 and 8, 10, 31, and 45)
- ArcLogistics
 - Desktop (1 and 25)
 - Using ArcGIS Online (6, 20, 25, 34, 35, and 46)
 - Using ArcGIS Server (6, 20, 25, 34, 35, and 46)
 - Navigator (1 and 46)
- ArcPad (1, 12, 13, 25, and 33)
- ArcReader (20, 25, 33, and 45)
- ArcView 3.x and Extensions (1, 7, and 17)
- Esri Aeronautical Solution (either 1 or 2)
- Esri Business Analyst (Canadian Edition) (either 1 or 2 and 6, 25, 33, 36, 45, and 48)
- Esri Business Analyst (either 1 or 2 and 25, 33, 45, and 48)
- Esri Business Analyst Online API for Adobe Flex, Microsoft Silverlight, SOAP, and REST (6, 16, 25, 33, 35, 55, and 56)
- Esri Business Analyst Server
 - Workgroup (either 3, 4, or 5 and 8, 9, 21, 25, 28, 29, 31, 33, 39, 40, 45, and 48)
 - Enterprise (either 3, 4, or 5 and 8, 9, 21, 25, 27, 31, 33, 39, 40, 45, and 48)
- Esri Business Analyst Server (Canadian Edition) (either 3, 4, or 5 and 8, 9, 21, 25, 27, 31, 33, 36, 39, 40, 45, and 48)
- Esri Business Analyst Server Developer (3, 6, 25, 33, 35, and 51)
- Esri Business Analyst Server Developer (Canadian Edition) (3, 6, 25, 33, 35, 36, and 51)
- Esri Defense Mapping (either 1 or 2)
- Esri Developer Network (EDN) Software, Web Services, and Data (6, 7, 24, 25, 26, 33, 34, and 35)
- Esri Nautical Solution (either 1 or 2)
- Esri Production Mapping (either 1 or 2)
- File Geodatabase API
- Geoportal Clients for ArcGIS (7, 20, and 52)
- MapIt (11, 25, 31, 33, 35, 49, and 50)
- MapObjects—Java Edition (1, 5, 8, 15, 18, and 19)
- MapObjects LT (1, 14, and 16)
- MapObjects—Windows Edition (1, 14, 15, 16, and 18)
- MOLE (1)
- NetEngine Internet (5)
- Tracking Server (either 4 or 5 and 31)

Web Services

- ArcGIS Online Services (6, 25, 33, 34, and 35)
- Business Analyst Online (6, 25, 33, 48, 56, 57, and 58)
- Esri Redistricting Online (6, 25, 33, 34, and 35)

Data

- Data with ArcGIS Data Appliance (6, 23, 25, and 41)
- Esri Address Coder (either 1, 2, or 5 and 21, 22, 25, and 48)
- Esri Business Analyst (Canadian Edition) Data (either 1 or 2 and 6, 21, 25, 33, 36, 45, and 48)
- Esri Business Analyst Data (either 1 or 2 and 21, 25, 33, 45, and 48)
- Esri Business Analyst Server (Canadian Edition) Data (either 3, 4, or 5 and 21, 25, 33, 36, 45, and 48)
- Esri Business Analyst Server Data (either 3, 4, or 5 and 21, 25, 33, 45, and 48)
- Esri Data & Maps (either 1, 2, 3, 4, or 5 and 23 and 37)
- Esri Data (either 1, 2, or 5 and 25 and 48)
 - Demographic, Consumer Spending, Market Potential, Retail MarketPlace, Business, Traffic, Shopping Center, Cable Boundaries, Banking, and Crime
- Sourcebook•America (1 and 21)
- StreetMap Premium (either 1, 2, 4, or 5 and 6 and 25)
- Tapestry Segmentation (either 1, 2, or 5 and 21 and 48)

1. "Single Use License." Licensee may permit a single authorized end user to install and use the Software, Data, and Documentation on a single computer for use by that end user on the computer on which the Software is installed. Remote access is not permitted. Licensee may permit the single authorized end user to make a second copy for end user's exclusive use on a portable computer as long as only one (1) copy of the Software, Data, and Documentation is in use at any one (1) time. No other end user may use the Software, Data, or Documentation under the same license at the same time for any other purpose.
2. "Concurrent Use License." Licensee may install and use the Software, Data, and Documentation on computer(s) on a network, but the number of simultaneous users may not exceed the number of licenses acquired. No other end user may use the Software, Data, or Documentation under the same license at the same time for any other purpose.
3. "Development Server License." Licensee may install and use the Software on a single computer to design and build applications that interface with or utilize server Software as described in the Documentation.
4. "Staging Server License." In addition to the Development Server License rights, Licensee may use and install the Software for the following purposes: user acceptance testing, performance testing, load testing of other third-party software, staging new commercial data updates, and training activities.
5. "Deployment Server License." In addition to the Staging Server License rights, Licensee may install and use the Software or Data to provide services to multiple users on the same or other computer(s).
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9. User-developed ArcGIS Server administration tools may be copied throughout Licensee's organization, but the ArcCatalog application (found in ArcGIS Desktop) may not be copied.
10. The ArcIMS license includes the right to deploy MapObjects—Windows Edition applications on the Internet or intranet. Licensee shall not develop client/server solutions with the ArcIMS—Java Archive (JAR) files without a license for the MapObjects—Java Edition developer kit.
11. Licensee may install and use the Software to provide services to multiple users on the same or other computer(s). The Software is licensed per server. The licensed server is the server on which Licensee installs the Spatial Data Service.
12. Software is only licensed for navigational use when used in conjunction with ArcLogistics.
13. "Dual Use License" means the Software may be installed on a desktop computer and used simultaneously with either a personal digital assistant (PDA) or handheld mobile computer as long as the Software is only used by a single individual at any one (1) time.
14. Developers must include the following attribution with any deployed MapObjects application: "Portions of this computer program are owned by LizardTech, Inc., and are Copyright © 1995–2002 LizardTech, Inc., and/or the University of California. All rights reserved. US Patent No. 5,710,835."
15. Deployment licenses for desktop or Internet application(s) may be subject to payment of additional license fees.
16. Licensee may deliver applications to its sublicensee(s) provided Licensee uses a written sublicense agreement that protects Esri's rights in its Software, Data, Web Services, and Documentation to the same extent as the Esri License Agreement including, but not limited to, the following terms:
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 - b. Sublicensee may not use any Esri Software, Data, Web Services, or Documentation, in whole or in part, separate from Licensee's executable application; and
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17. Licensee may use Business Objects Crystal Reports software only with the ArcView 3.x Software with which it was acquired and subject to the Crystal Reports License Agreement available on the media. Licensee may not use a software program or system to cache or queue report requests.
18. The deployment license is per application per computer.
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20. Licensee may reproduce and deploy the Software provided all the following occur: (a) the Software is reproduced and deployed in its entirety; (b) a license agreement accompanies each copy of the Software that protects the Software to the same extent as the Esri License Agreement, and the recipient agrees to be bound by the terms and conditions of the license agreement; (c) all copyright and trademark attributions/notices are reproduced; and (d) there is no charge or fee attributable to the use of the Software.

21. Licensee shall not withhold any substantial right (e.g., extension of credit) from any individual based solely on the individual's place of residence, as profiled in the Tapestry Segmentation system.
22. (a) ArcGIS Engine Runtime licenses shall not be used for Internet and server development and deployment; (b) an end user must license either ArcGIS Engine Runtime Software or other ArcGIS Desktop Software (ArcView, ArcEditor, or ArcInfo) to obtain the right to run an ArcGIS Engine application on one (1) computer; and (c) the ArcGIS Engine Runtime extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine applications. A single user can have multiple applications installed on one (1) computer for use only by that end user.
23. Licensee may redistribute the Data as described in the Redistribution Rights Matrix available at <http://www.esri.com/legal/>, in the Help system, or in supporting metadata files, subject to the specific attribution descriptions and requirements for the dataset accessed.
24. EDN Software, Web Services, and Data may only be used by one (1) named developer per subscription solely for the purposes of research, development, testing, and demonstration of a prototype application. EDN server Software and Data may be installed on multiple computers for use by any named EDN developer.
25. Use of included third-party owned data shall be subject to the Use of Data Restrictions found at <http://www.esri.com/legal/> for the specific Data accessed. The Use of Data Restrictions may be modified by Esri from time to time. If a modification is unacceptable to Licensee, Licensee may cancel a subscription upon written notice to Esri, or discontinue use of the Data or Web Services, as applicable. If Licensee continues to use the Data or Web Services, Licensee will be deemed to have accepted the modification.
26. An ArcSDE Personal Edition geodatabase is restricted to ten (10) gigabytes of Licensee data.
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28. Use is limited to ten (10) concurrent end users of applications other than ArcGIS Server applications. This restriction includes use of ArcGIS Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS Server geodatabase. There are no limitations on the number of connections from web applications.
29. Software can only be used with SQL Server 2005/2008 Express.
30. Use is restricted to a maximum of ten (10) gigabytes of Licensee data.
31. Redundant Software installation(s) for failover operations is allowed but can only be operational during the period the primary site is nonoperational. The redundant Software installation(s) shall remain dormant, except for system maintenance and updating of databases, while the primary site or any other redundant site is operational.
32. No redundant Software installation is permitted.
33. Licensee's access to and use of Cloud Bundle, ArcGIS Online Services, Business Analyst Online, Business Analyst Online API, or Microsoft Bing Maps are conditioned upon Licensee's acceptance of the Esri website and Service Terms of Use Agreement and the terms and conditions specific to Cloud Bundle, ArcGIS Online Services, Business Analyst Online, Business Analyst Online API, or Microsoft Bing Maps found at <http://www.esri.com/legal/>.
34. Licensee's organization is limited to the number of specified credits, transactions, geography, or number of users as described in the online product description.
35. Licensed end users shall not share the client-side data cache derived from ArcGIS Online Services with other licensed end users or third parties.
36. Licensee's use of Esri Business Analyst (Canadian Edition) Data is subject to the Use of Data Restrictions specific to Esri Business Analyst (Canadian Edition) Data found at <http://www.esri.com/legal/>.
37. Data provided with StreetMap USA may be used for mapping, geocoding, and routing purposes but is not licensed for dynamic routing purposes. For instance, StreetMap USA may not be used to alert a user about upcoming maneuvers (such as warning of an upcoming turn) or to calculate an alternate route if a turn is missed.
38. The ArcGIS Server 3D extension included with ArcGIS Server Standard (Workgroup or Enterprise) may only be used for generating globe data cache(s) or publishing a globe document as an ArcGIS Globe Service. No other use of the ArcGIS Server 3D extension Software is permitted with ArcGIS Server Standard.
39. Any editing functionality included with ArcGIS Server is not permitted for use with ArcGIS Server Basic (Workgroup or Enterprise).
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41. Licensee may only use Data from a single state with the Single State version of ArcGIS Data Appliance. This restriction applies to a large-scale (i.e., scale levels below 1:100,000) street map, transportation layer, boundaries and places layer, and one (1)-meter or better resolution imagery included in the USA Collection. This restriction does not apply to the small-scale (i.e., scale levels above 1:100,000) maps provided in the World Collection, which are intended for display at global and regional scales.
42. Licensee has the right to one (1) desktop deployment of the ArcGIS Server Image extension Service Definition Editor for every four (4) cores of ArcGIS Server Image extension that are licensed.
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44. For any operating system environment in which Licensee runs instances of the Concurrent Use License management software, Licensee may run up to the same number of passive failover instances of the Concurrent Use License management software in a separate operating system environment for temporary failover support.
45. Data licensed with Esri Business Analyst and Esri Business Analyst Server is restricted for use only in conjunction with the respective Business Analyst extension.
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53. Deployment license options are as follows:
 - a. A license for web applications is per the principal registered unique domain identifier. Domain is the Internet domain name registered with a domain name registrar. For example, in example.com, example.com is the registered unique domain identifier. Similarly, in example.com.xx, where xx is a registered country code, example.com.xx is the registered unique domain identifier.
 - b. A license for desktop applications or SharePoint is per organization. For the purposes of this license, organization is equivalent to a principal registered unique domain identifier (as described above). For example, desktop applications can be used by any employee of the organization with the principal registered unique domain identifier. There is no limit to the number of applications that can be built and deployed within an organization.
54. ArcGIS Mobile is licensed for use with ArcGIS Server Advanced (Enterprise or Workgroup) and ArcGIS Desktop (ArcInfo, ArcEditor, ArcView, and ArcGIS Engine applications).
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EXHIBIT 2 TRAINING ADDENDUM (E207SET 3/11)

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

ARTICLE 1—TRAINING DESCRIPTION

Esri offers instructor-led training related to the use of its proprietary GIS software. Esri will provide to Licensee a fixed number of training days to use for Instructor-Led Training, as defined in this Small Enterprise Training Package, if purchased. Instructor-Led Training events occur at an Esri Learning Center or via the web in a cloud environment. The Esri software training course(s) to be conducted, location, schedule dates, and registration requirements are set forth in the *Esri Training* catalog located on Esri's Training website (<http://training.esri.com>). All courses are conducted in substantial conformity with course descriptions outlined on the Esri Training website. Esri reserves the right to modify course content when necessary due to software technical capabilities or limitations.

ARTICLE 2—ESRI'S RESPONSIBILITIES

- Esri will provide an instructor qualified to conduct the course(s) as well as all necessary training materials sufficient for the number of registered participants (hereinafter "Student(s)") on the scheduled dates. Esri will provide each Student with a course manual where applicable.
- Esri will confirm Learning Center training class scheduled dates approximately ten (10) business days prior to the class start date.

ARTICLE 3—LICENSEE'S RESPONSIBILITIES

- Licensee must ensure the protection of Esri's copyrights. Licensee shall neither copy or distribute nor permit a third party to copy or distribute any of Esri's training material(s) unless otherwise required by law.
- Licensee must not resell seat(s) to an Esri training class unless explicitly authorized in writing by Esri.
- Licensee must confirm that all registered Students meet the minimum prerequisites for the applicable class set forth on Esri's Training website.
- Licensee must ensure that all Students have received confirmation from Esri to participate in an Esri training event. Unregistered Students are not permitted to view or participate in a Virtual Classroom training event. Esri reserves the right to disconnect any Student who permits access to unregistered Students.
- Licensee must submit registrations with a confirmed payment commitment at least seven (7) business days before the class start date. If Licensee submits a registration without a confirmed payment, Esri will not confirm the seat reservation. The reservation will be added to the waiting list pending payment confirmation and subject to availability.
- US government export control laws and regulations prohibit US persons from engaging in transactions with certain denied persons found on various US Government Denied Persons lists (e.g., US Department of the Treasury's Specially Designated Nationals List, US Commerce Department's Denied Persons/Entity List, etc.). To meet these export requirements, Licensee must submit to Esri Customer Service a list of the names of Students that are to attend any training class. Any Student that is found on any of the various US Government Denied Persons lists will not be permitted to attend training.

- Licensee is responsible for all Student travel arrangements. Esri assumes no responsibility for losses from nonrefundable travel arrangements resulting from denial of a Student's participation due to US government export regulation requirements, course scheduling changes, or cancellations.
- Licensee must provide written notice to Esri's Customer Service at service@esri.com of any cancellation, rescheduling, or Student substitution requirements and receive confirmation of these change(s) prior to the class start date.
- Licensee is responsible to ensure that it adheres to the course, facility, and equipment requirements for Esri training as found at <http://training.esri.com/gateway/index.cfm?fa=trainingOptions.gateway>.
- Students may not use audio and/or video recording equipment within the classroom without prior written approval from Esri. **Esri reserves the right to record a classroom training event for future rebroadcast.**

ARTICLE 4—CANCELLATION AND RESCHEDULING POLICY

- When a Student's place in class is filled by another person from the same organization, a Student substitution is allowed at no cost provided Esri's Customer Service department is notified three (3) business days in advance of the class start date. Should a Student substitution occur without three (3) business days' notification, an additional nonrefundable transfer and data processing fee may be assessed.
- A Student may transfer from one (1) scheduled Esri Learning Center class to another one (1) time at no additional charge provided Esri's Customer Service department is notified three (3) business days in advance of the class start date. Subsequent transfers or transfers that occur without three (3) business days' notification may incur a transfer fee.
- Students may cancel their enrollment in a class provided Esri's Customer Service department is notified three (3) business days in advance. If three (3) business days' notification is not provided, Students may be charged the full Student Seat fee.

If Esri is unable to conduct the training on the scheduled date, Esri will notify Licensee at least three (3) business days before the scheduled date.

If cancellation of a training event is necessary due to Force Majeure, the affected party is released in full from the three (3)-business-day notification. The affected party will either reschedule the training or cancel the order without that affected party incurring any liability.

ARTICLE 5—UNIQUE TERMS FOR THE SMALL ENTERPRISE TRAINING PACKAGE

- To order training, Licensee must include training in the Purchase Order for the ELA or provide a Purchase Order as required and specified within the ELA that matches the Esri quotation.
- Where Licensee submits additional Purchase Orders to purchase training days for additional year(s), any unused training days will automatically roll over.
- A Purchase Order is required annually for each three (3)-year term. Failure to submit annual Purchase Orders will result in the forfeit of unused training days.

- Licensee must assign an individual within its organization to the role of Training Administrator to serve as liaison between Licensee's organization and Esri as well as internally manage and authorize allocated training days.
- The training days are available for a period of twelve (12) months, commencing on the purchase Effective Date, and ending when all training days are consumed, whichever is sooner.
- Esri will invoice for outstanding training expenses where applicable.
- Training days are not transferable and not refundable for any other Esri products or services.

ARTICLE 6—RESERVATION OF OWNERSHIP AND GRANT OF LICENSE

Except as specifically granted in this Agreement, Esri and/or its licensors own and retain all right, title, and interest in software, data, documentation, and training materials.

ARTICLE 7—WARRANTY

7.1 Esri will provide training in a manner consistent with the technical and professional standards of the industry.

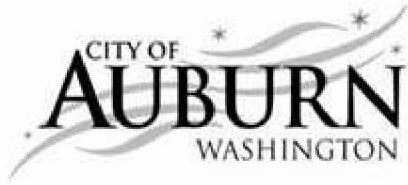
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ARTICLE 8—LIMITATION OF LIABILITY AND EXCLUSIVE REMEDY

EXCEPT FOR INDEMNITY ASSOCIATED WITH CLIENT SITE TRAINING, IN NO EVENT SHALL ESRI BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR TRAINING; LOST PROFITS; LOST SALES; BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, HOWEVER CAUSED OR UNDER ANY THEORY OF LIABILITY, EVEN IF ESRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ESRI'S TOTAL CUMULATIVE LIABILITY HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY LICENSEE FOR THE PORTION OF THE TRAINING UNDER THIS AGREEMENT. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 9—UCC INAPPLICABILITY

Training provided under this Agreement will not be governed by the Uniform Commercial Code (UCC) and will not be deemed "goods" within the definition of the UCC.



AGENDA BILL APPROVAL FORM

Agenda Subject:

Council Retreat Goals (5 Minute Presentation/10 Minute Q&A)

Date:

February 1, 2016

Department:

Administration

Attachments:

[City of Auburn Strategic Planning Report](#)

Budget Impact:

\$0

Administrative Recommendation:**Background Summary:**

A review of the City Council goals for 2016 that came out of the November 2015 retreat.

Reviewed by Council Committees:**Councilmember:****Staff:**

Hinman

Meeting Date: March 14, 2016

Item Number: DI.D

City of Auburn

Strategic Planning Report

November 4, 2015

Prepared by



MARKETING SOLUTIONS
research-based growth strategies

914 164th Street SE, #400 I Mill Creek, WA 98012 P 425.337.1100

www.mktg-solutions.com

City of Auburn Retreat Report

October 29-30, 2015

SWOT Analysis

Strengths

- > Strong financial foundation (29)
- > Geographic location (road and river intersections) (25)
- > Great leadership (Mayor, Council, directors, staff) (21)
- > Outstanding City services (12)
- > Great parks and entertainment (9)
- > Collaborative culture with key stakeholders (4)
- > Pride in our community (1)
- > Defined downtown (0)
- > Great regional relationships (0)
- > Safe community via public safety (0)

Weaknesses

- > Limited revenue options (34)
- > Lack of long-term planning with key stakeholder (14)
- > Citizens low esteem of City (13)
- > Lack of diversity among decision makers (11)
- > Constraints on resources and time (9)
- > Don't promote our story (7)
- > Adverse City culture (5)
- > Under developed of post-secondary education (4)
- > Lack of follow through on property management (3)
- > Public misperception- role of government (2)

Opportunities

- > Emerging industry cluster (20)
- > Ample warehouse/property (underutilized) (19)
- > Emerging infrastructure technology (15)
- > We have a diverse culture (13)
- > Annexation potential (11)

- > Citizens willing to engage (8)
- > Higher education locating here (6)
- > Public culture of giving (5)
- > Globalization (3)
- > Local supply chain (3)

Threats

- > Suburbanization of poverty (34)
- > Legislation and regulation (27)
- > Empty store fronts (11)
- > Transportation limitation (10)
- > Limited developable property (6)
- > Economic downturn (6)
- > LID impact on City
- > Gang violence (4)
- > Natural disasters (2)
- > Potential for litigation (1)

Evaluation

Pros

- > Good start/end time
- > Good structure and flow & dots
- > Working with all the directors (collaboration)
- > Inspiring, love working with the Council
- > Every voice was heard
- > Like the kinetic exercises
- > Directors participated and got to vote

- > Work was posted
- > Good facilitation
- > Parking lot flip chart
- > No weed whacking

Cons

- > Coffee grounds, no coffee
- > Too much content from facilitation
- > Parking at facility
- > Started too early brainstorming

Parking Lot

- > Police recruiting and process
- > More valid metric/measurement for homelessness
- > Assure performance management process-dashboard reporting

City of Auburn Strategy Matrix

G1: Increase "Healthy City" Index by % by 2020			
G1/S1: Promote healthy lifestyle for all ages (25)	G1/S2: Create access to preventative and on-going healthcare (14)	G1/S3: Provide full spectrum of mental health and social service resources. (9)	G1/S4: Increase healthy accessible housing stock (11)
G1/S1/I1: Obtain buy in from elected Jr. City Council, community groups and businesses (6)	G1/S2/I1 Convene group of leaders to identify appropriate outreach & how to apply (mediums?) (2)	G1/S3/I1: Determine Explore City leadership's overall philosophy on issues (6)	G1/S4/I1: Engage community and other stakeholders e.g.- Homelessness Task Force
G1/S1/I2: Create educational marketing campaign (3)	G1/S2/I2: Establish partnerships with providers (5)	G1/S3/I2: Explore alternate service delivery models (1)	G1/S4/I2: Determine City leadership philosophy and budgeting priorities (4)
G1/S1/I3: Roll out neighborhood programs (0)	G1/S2/I3: Establish healthcare inventory with the city (1)	G1/S3/I3: Review budget priorities to determine need for additional funding & sources (2)	G1/S4/I3: Create housing inventory and program approaches and metrics (2)
G1/S1/I4: Increase opportunities for healthy food choices. Grow local buy local (1)	G1/S2/I4: Lobby for legislative support reform of public health (2)	G1/S3/I4: Develop marketing campaign to remove "stigma" (0)	
		G1/S3/I5: Lobby legislature (county-state-federal) for additional funding and reform (2)	

City of Auburn Strategy Matrix

G2: Increase Internet Access to Achieve Digital Parity by % by 2020				
G2/S1: Explore the establishment of an internet utility (8)	G2/S2: Leverage public technology infrastructure to achieve cyber-equity within the city (25)	G2/S3: Build partnerships for revenue streams and infrastructure expansion (26)	G2/S4: Establish minimum acceptable standards, speed, security and liability exposure (2)	G2/S5: Expand services to capture emerging opportunities (11)
G2/S1/I1: Research and analyze other successful examples (7)	G2/S2/I1: Inventory available infrastructure (local, universal, etc.) (11)	G2/S3/I1: Inventory current partnerships (4)	G2/S4/I1: Perform needs assessment (10)	G2/S5/I1: Assess emerging technologies (1)
G2/S1/I2: Perform cost benefit analysis (3)	G2/S2/I2: Assess options and opportunities (0)	G2/S3/I2: Reach out to current and potential partners (2)	G2/S4/I2: Define delivery methods (Wi-Fi vs. Wired) (1)	G2/S5/I2: Engage public to identify needs (4)
G2/S1/I3: Perform regulatory assessment (1)	G2/S2/I3: Perform legal assessment (1)	G2/S3/I3: Formalize partnerships (lather, rinse , repeat) (3)	G2/S4/I3: Perform liability assessment (1)	G2/S5/I3: Perform viability and cost assessment (4)
G2/S1/I4: Assess political landscape (1)	G2/S2/I4 :Perform gap analysis (0)		G2/S4/I4: Access regulatory standards, public acceptance and political reality (0)	G2/S5/I4: Develop process for integration (maintenance, sustainability, budget, etc.) (2)
G2/S1/I5: Prepare campaign (1)			G2/S4/I5: Establish operating standards (0)	

City of Auburn Strategy Matrix

G3: Increase Middle Income Jobs by % by 2020			
G3/S1: Identify existing and potential employers and locations for future business growth (31)	G3/S2: Explore existing and potential tools and incentives to increase and retain middle income jobs (19)	G3/S3: Have transit services and roads to reach employment centers (2)	G3/S4: Promote H.E and workforce development for employees living or working in Auburn (20)
G3/S4/I1: Develop inventory of available properties including for annexation, development and redevelopment (1)	G3/S3/I1: Identify cash flow needs related to development costs to defray / delay development costs (0)	G3/S4/I1: Work with regional transits and user groups, i.e. MIT, business, schools, seniors (4)	G3/S5/I1: Work with employers to identify their workforce skills, needs and requirements (11)
G3/S4/I2: Work with Chamber Economic Development Board and business community to identify potential employers (7)	G3/S3/I2: Identify existing incentive programs under state law (5)	G3/S4/I2: Work with federal, state and county for road improvement projects (6)	G3/S5/I2: Work with k-12 and higher education to develop curriculum to match employers skills, needs and requirements (0)
G3/S2/I3: Develop marketing strategy to advertise the City: i.e.-billboards, TV, radio, internet (0)	G3/S3/I3: Work with federal and state electeds to increase/expand. Create incentive programs - i.e. TIF (7)		G3/S5/I3: Promote employees-employer interaction via job fairs, social media, etc. for people living/working in Auburn (1)
G3/S2/I4: Benchmark and identify competition (0)			
G3/S2/I5: Work with counties and citizen group to explore annexations (2)			